

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ELAINE L. CHAO, Secretary of Labor,	)	Civil Case No. C04-04949 PJH
UNITED STATES DEPARTMENT OF LABOR,	)	
	)	
Plaintiff,	)	
	)	CONSENT ORDER
v.	)	
	)	
LAWRENCE J. MAZZOLA, et al.,	)	
	)	
Defendants.	)	

Plaintiff Elaine L. Chao, Secretary of the United States Department of Labor ("Secretary"), and individual defendant trustees Lawrence J. Mazzola, Sr., Lawrence J. Mazzola, Jr., William B. Fazande, Larry Lee, James R. Shugrue, Vohon J. Kazarian, Tom Irvine, Robert E. Buckley, Robert Buckley, Jr., Art Rud, Ron Fahy, and Robert Nurisso (collectively, "Defendant Trustees"); individual defendant Frank Sullivan; entities Local 38, United Association of Plumbers, Pipefitters, and Journeymen International ("Local 38"), U.A. Local 38 Convalescent Trust Fund ("Convalescent Fund"), Local 38 Lakeside Haven, Inc. ("Lakeside"); and Rule 19 parties Richard L. Milsner, U.A. Local 38 Pension Trust Fund, U.A. Local 38 Health & Welfare Trust Fund, U.A. Local 38 Apprentice &

1 Journeyman Training Trust Fund, U.A. Local 38 Vacation & Holiday Trust Fund and  
 2 U.A. Local 38 Scholarship Trust Fund (all collectively, "Defendants"), by and through  
 3 their respective attorneys, have negotiated an agreement to settle all civil claims and issues  
 4 between them in this action, and each consents to the entry of this Consent Order  
 5 ("Order") by the Court as the sole and complete memorialization of the terms of such  
 6 agreement.

7 1. This action was filed by the Secretary pursuant to her authority under Title I of  
 8 the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, et  
 9 seq., as amended. The Secretary's Amended Complaint alleges, among other things, that  
 10 the Defendant Trustees and Defendant Sullivan violated provisions of Title I of ERISA  
 11 while acting in a fiduciary capacity with respect to the U.A. Local 38 Pension Trust Fund  
 12 ("Pension Plan"), U.A. Local 38 Health & Welfare Trust Fund ("Health Plan"), U.A.  
 13 Local 38 Apprentice & Journeyman Training Trust Fund ("Apprenticeship Plan"), U.A.  
 14 Local 38 Vacation & Holiday Trust Fund ("Vacation Plan") and U.A. Local 38  
 15 Scholarship Trust Fund ("Scholarship Plan"), all of which are employee benefit plans  
 16 subject to the coverage of ERISA (collectively, "Plans"). Richard L. Milsner and the  
 17 Plans are joined as defendants pursuant to Rule 19, Fed. R. Civ. P.

18 2. By agreeing to the entry of this Order, Defendants neither admit nor deny the  
 19 substantive allegations of the Secretary's Amended Complaint. Defendants admit that the  
 20 Court has jurisdiction over the parties and the subject matter of this action.

21 3. The Secretary and Defendants expressly waive Findings of Fact and  
 22 Conclusions of Law and consent to the entry of this Order as a full and complete  
 23 resolution of all of the civil claims and issues raised in the Amended Complaint without  
 24 trial or adjudication of any issue of fact or law raised in the Amended Complaint.

25 Accordingly, it is ORDERED, ADJUDGED AND DECREED that:<sup>1</sup>

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26  
 27 <sup>1</sup> All captions in this Order are for ease of reference only and do not constitute substantive  
 28 provisions.

## 1 I. JURISDICTION

2 The Court has jurisdiction over the parties to this Order and subject matter of this  
3 action and is empowered to provide the relief herein.

## 4 II. PLAN ADMINISTRATION

5 A. The Plans<sup>2</sup> agree to issue requests for proposals (with service of copies on the  
6 Secretary), within thirty (30) days<sup>3</sup> of the date of entry of this Order, for the position of an  
7 Independent Plan Administrator and shall require responsive proposals to be received by  
8 the Plans and served on the Secretary within fifty-five (55) days thereafter. Within thirty  
9 (30) days after all responsive proposals are received, the Plans shall select an Independent  
10 Plan Administrator and notify the Secretary of that selection. Within seven (7) days  
11 thereafter, the Secretary may notify the Plans of objections to that selection. If the Plans  
12 and the Secretary resolve any such objections within thirty (30) days thereafter, then the  
13 Plans shall appoint that selection as the Independent Plan Administrator and move the  
14 Court to approve that selection. If the Plans and the Secretary cannot resolve any such  
15 objections within such thirty (30) days, then the Plans or the Secretary may file an  
16 appropriate motion with the Court.

17 B. The Independent Plan Administrator must have the experience and  
18 qualifications necessary to administer ERISA pension and welfare plans. The  
19 Independent Plan Administrator shall receive reasonable compensation from each of the  
20 Plans for which it renders services, subject to approval by the Court, as set forth in  
21 Paragraph G below.

22 C. The Independent Plan Administrator shall have the exclusive power to  
23 administer the Plans in accordance with ERISA, this Order and other applicable law. The  
24

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25 <sup>2</sup> All actions required to be taken by the Plans by the terms of this Consent Order shall be  
26 effected by the Plans' current trustees and the successor trustees appointed to fill the  
27 vacancies on the Joint Board of Trustees created by the trustee resignations required  
28 herein or by any subsequent trustee resignations.

<sup>3</sup> Time periods in days mean calendar days.

1 Independent Plan Administrator shall establish, implement and maintain internal financial  
2 and accounting controls for the Plans consistent with ERISA.

3 D. The Independent Plan Administrator shall report to the Plans and the Secretary,  
4 no less frequently than on a quarterly basis, all significant actions taken and all Plan funds  
5 expended. The first report or reports shall be submitted within sixty (60) days of its  
6 appointment. This provision is not intended to preclude the Independent Plan  
7 Administrator from bringing any appropriate matter to the Court's attention at any time.

8 E. Within one hundred twenty (120) days of its appointment, the Independent Plan  
9 Administrator shall report in writing to the Plans and the Secretary, on recommendations  
10 for establishing, implementing and maintaining internal financial and accounting controls  
11 consistent with ERISA, including a timetable for implementation.

12 F. The Independent Plan Administrator shall notify the Court, the Plans, and the  
13 Secretary when all of its recommendations have been implemented

14 G. Within thirty (30) calendar days of the date of its appointment, the Independent  
15 Plan Administrator shall notify the Plans and the Secretary of its proposed fee schedule. If  
16 the Independent Plan Administrator does not receive any objection to the proposed fee  
17 schedule within ten (10) days of its notice to the Plans and the Secretary, the Independent  
18 Plan Administrator shall file the proposed fee schedule with the Court. The proposed fee  
19 schedule shall be deemed approved by the Court fifteen (15) days after its filing unless the  
20 Court orders otherwise. If the Plans or the Secretary object to the proposed fee schedule,  
21 they shall notify each other and the Independent Plan Administrator within ten (10) days  
22 of receipt of the proposed fee schedule. The Plans and the Secretary shall have fifteen  
23 (15) days from receipt of any objection to resolve said objections or to file an appropriate  
24 motion with the Court. If the Plans and the Secretary resolve their objections, they shall  
25 notify the Independent Plan Administrator, and the Independent Plan Administrator shall  
26 file the agreed upon proposed fee schedule with the Court. The agreed upon proposed fee  
27 schedule shall be deemed approved by the Court fifteen (15) days after its filing unless the  
28 Court orders otherwise.

1 H. Upon approval of the fee schedule by the Court, the Independent Plan  
2 Administrator shall file quarterly billings with the Court, with copies to the Plans and the  
3 Secretary. If the Plans or the Secretary do not object to the bill within fifteen (15) days of  
4 its filing with the Court, the bill shall be deemed approved by the Court unless the Court  
5 orders otherwise, and it shall be paid.

6 I. The Plans and the other Defendants shall cooperate fully, and the Plans shall  
7 cause their service providers to cooperate fully, with the Independent Plan Administrator  
8 in the performance of its duties and shall, without a subpoena and upon request, provide  
9 the Independent Plan Administrator with complete access to all books and records and to  
10 all employees of the Plans' Administrative Office.

11 J. The Independent Plan Administrator shall serve for six (6) years from the date  
12 of entry of this Consent Order. The Plans shall not have the power by their own action to  
13 remove, with or without cause, any Independent Plan Administrator appointed under this  
14 Order. The Independent Plan Administrator may be removed only for cause, and any such  
15 removal for cause may be accomplished only either by agreement between the Secretary  
16 and the Plans or by the Court upon noticed motion of any party.

17 K. The Independent Plan Administrator shall have the right to resign sixty (60)  
18 days or more after the Court appoints a successor and after the Independent Plan  
19 Administrator delivers to the Secretary and the Plans written notice of such resignation.  
20 The Plans shall notify the Secretary of any proposed successor to an Independent Plan  
21 Administrator thirty (30) or more days before filing any motion for Court approval of the  
22 successor. An incumbent Independent Plan Administrator must continue to serve under  
23 this Order until the Court approves the appointment of a successor Independent Plan  
24 Administrator.

### 25 III. INVESTMENT MONITOR AND INVESTMENT MANAGERS

26 A. All assets of the Pension Plan will be managed by professional investment  
27 managers. The Pension Plan's current investment managers (Loomis Sayles, Alliance  
28 Bernstein, Victory Capital, WCM Management, Oak Brook Investment, and WhiteStar

1 Advisors) may remain serving in their present capacity. However, nothing set forth herein  
2 constitutes the Court's or the Secretary's approval or endorsement of any particular  
3 investment manager, and nothing set forth herein shall be construed to limit the power of  
4 the Independent Plan Administrator in connection with its oversight of the Pension Plan,  
5 as set forth above, including but not limited to the appointment of additional investment  
6 managers or the removal of any investment manager.

7 B. RBC Dain Rauscher currently advises the U.A. Local 38 Joint Board of  
8 Trustees as a monitor of the Pension Plan's investment managers. RBC Dain Rauscher  
9 may remain serving the Pension Plan in its present capacity. However, nothing set forth  
10 herein constitutes the Court's or the Secretary's approval or endorsement of any particular  
11 investment monitor, and nothing set forth herein shall be construed to limit the power of  
12 the Independent Plan Administrator in connection with its oversight of the Pension Plan,  
13 as set forth above, including but not limited to the power to appoint or remove a monitor  
14 of the investment managers.

#### 15 IV. MONETARY RELIEF

16 A. Defendants will cause their fiduciary liability insurance carrier to pay, within  
17 thirty (30) days after the date of entry of this Order, a total of \$3.5 million (three million  
18 five hundred thousand dollars).

19 B. The amount set forth in paragraph A above shall be allocated as follows:

20 1. Payment of \$2,916,667 (two million nine hundred sixteen thousand six  
21 hundred sixty-seven thousand dollars) will be allocated to the Pension Plan.

22 2. Payment of \$583,333 (five hundred eighty-three thousand, three  
23 hundred thirty-three dollars) will be paid to the United States Treasury in the time and  
24 manner provided by ERISA § 502(l), 29 U.S.C. § 1132(l), and the regulations thereunder,  
25  
26  
27  
28



1 by forwarding a check or other instrument made payable to the United States and in the  
2 appropriate amount to:

3 If by regular U.S. Mail:

4 U.S. Department of Labor  
5 ERISA Civil Penalty  
6 P.O. Box 70942  
Charlotte, NC 28272-0942

If by overnight service:

U.S. Department of Labor  
QLP Wholesale Lockbox - NC0810  
Lockbox # 70942  
1525 West WT Harris Blvd  
Charlotte, NC 28262

#### 7 8 V. INDEPENDENT FIDUCIARY

9 A. WhiteStar Advisors, LLC ("WhiteStar") shall be appointed as the Independent  
10 Fiduciary of the U.A. Local 38 Convalescent Fund with its primary mandate being to sell  
11 Konocti Harbor Resort & Spa ("Konocti"). Pending the sale or other disposition of  
12 Konocti, the Independent Fiduciary shall exercise its independent control and discretion to  
13 operate, manage or terminate Konocti's operations, or any other actions that are prudent in  
14 its judgment to preserve the value of Konocti, until it is sold.

15 B. The Independent Fiduciary shall have the foregoing authority over Konocti  
16 independently of any Defendant (including any successors in interest) in this action.  
17 Approval by any Defendant (including any successors in interest) in this action shall not  
18 be a condition to any of the Independent Fiduciary's actions or decisions under this  
19 consent order concerning Konocti.

20 C. Nothing herein shall be construed as invalidating or validating any contract for  
21 sale of Konocti that is executed prior to the date of entry of this Order.

22 D. The Independent Fiduciary's reasonable fees, costs, and other expenses shall be  
23 paid by the Plans and the Convalescent Trust Fund. Within thirty (30) calendar days of  
24 the date of entry of this Order, the Independent Fiduciary shall notify the Plans and the  
25 Secretary of its proposed fee schedule. If the Independent Fiduciary does not receive any  
26 objection to the proposed fee schedule within ten (10) days of its notice to the Plans and  
27 the Secretary, the Independent Fiduciary shall file the proposed fee schedule with the  
28 Court. The fee schedule shall be deemed approved by the Court fifteen (15) days after its

1 filing unless the Court orders otherwise. If the Plans or the Secretary object to the  
2 proposed fee schedule, they shall notify each other and the Independent Fiduciary within  
3 ten (10) days of receipt of the proposed fee schedule. The Plans and the Secretary shall  
4 have fifteen (15) days from receipt of any objection to resolve said objections or to file an  
5 appropriate motion with the Court. If the Plans and the Secretary resolve their objections  
6 to the proposed fee schedule, they shall notify the Independent Fiduciary, and the  
7 Independent Fiduciary shall submit the agreed upon proposed fee schedule to the Court.  
8 The agreed upon fee schedule shall be deemed approved by the Court fifteen (15) days  
9 after its filing unless the Court orders otherwise.

10 E. Upon approval of the fee schedule by the Court, the Independent Fiduciary  
11 shall file quarterly billings with the Court, with copies to the Plans and the Secretary. If  
12 the Plans or the Secretary do not object to the bill within ten (10) days of its filing with the  
13 Court, the bill shall be deemed approved by the Court unless the Court orders otherwise,  
14 and it shall be paid.

15 F. Within ten (10) days after the closing date of any sale of Konocti, the  
16 Independent Fiduciary shall notify the Secretary in writing of the sale of Konocti and shall  
17 provide the Secretary with a fully executed and complete copy of the contract for that sale.

18 G. In the event Konocti is sold, the Independent Fiduciary shall allocate and  
19 distribute the proceeds from the sale as follows:

20 (1) Local 38 will receive the first \$4 million (four million dollars) owed to  
21 Local 38 on the outstanding principal balance and unpaid interest on its loan,  
22 originating on September 29, 2000 and as subsequently rewritten and amended  
23 through June 14, 2007, to the Convalescent Fund (hereinafter the "Loan"), with  
24 such outstanding principal balance and unpaid interest to be calculated as of the  
25 date or dates of distribution of the sales proceeds.

26 (2) The Pension Plan shall receive the next \$6 million (six million dollars).  
27  
28



1 (3) Local 38 and the Pension Plan shall, when the buyer pays each  
2 installment of any additional sales proceeds, share any additional proceeds equally  
3 until the outstanding balance on the Loan is repaid.

4 (4) After payments (1) through (3) have been made, the Pension Plan shall  
5 receive the remainder of the sales proceeds.

6 H. The Independent Fiduciary shall serve until such time as Konocti is sold. The  
7 Independent Fiduciary may be removed only for cause, and any such removal for cause  
8 may be accomplished only by either agreement between the Secretary and the Plans or by  
9 the Court upon noticed motion of any party.

10 I. The Independent Fiduciary shall have the right to resign sixty (60) days or more  
11 after the Court appoints a successor and after the Independent Fiduciary delivers to the  
12 Secretary and the Plans written notice of such resignation. The Plans shall notify the  
13 Secretary of any proposed successor to an Independent Fiduciary thirty (30) or more days  
14 before filing any motion for Court approval of the successor. An incumbent independent  
15 fiduciary must continue to serve under this Order until the Court approves the appointment  
16 of a successor Independent Fiduciary.

## 17 VI. RETIREMENTS AND RESIGNATIONS

18 A. Defendant Sullivan has retired from his position as plan administrator, and  
19 Defendants Fazande, Irvine, Kazarian, Lee, and Shugrue have retired from their positions  
20 as trustees of the Local 38 Plans.

21 B. Defendants Buckley, Sr., Mazzola, Sr., Nurisso, Fahy and Rud agree to retire  
22 from their positions as Local 38 Plan trustees as soon as practicable, but in no event later  
23 than December 31, 2007. Their resignations shall be conducted in an orderly and  
24 reasonable manner consistent with Defendants' fiduciary responsibilities under ERISA, so  
25 as not to interfere with the administration of the Plans, and in accordance with any  
26 applicable procedures set forth in the documents and instruments governing the Plans.

27 C. Except as provided in Paragraphs D, E and F below, Defendant Sullivan and  
28 all Defendant Trustees permanently agree not to, directly or indirectly, individually or

1 through any entity or any other person:

2 (1) serve or act, for compensation or otherwise, as an administrator,  
3 fiduciary, officer, trustee, custodian, counsel, agent, employee or representative in  
4 any capacity of any ERISA-covered employee benefit plan;

5 (2) serve or act, for compensation or otherwise, as a consultant or adviser to  
6 any ERISA-covered employee benefit plan or to any entity whose activities are in  
7 whole or substantial part devoted to providing goods or services to any  
8 ERISA-covered employee benefit plan;

9 (3) serve or act, for compensation or otherwise, in any capacity that  
10 involves decision making authority or custody or control of the monies, funds,  
11 assets or property of any ERISA-covered employee benefit plan; or

12 (4) sell, promote, market or provide any product or service to, make any  
13 recommendation concerning any product, service or investment to, or bring any  
14 product, service or investment to the attention of, any ERISA-covered plans or to  
15 any person acting on behalf of such plans.

16 D. Defendants Buckley, Jr., and Mazzola, Jr., may remain as a trustees of the  
17 Local 38 Plans.

18 E. Defendant Fahy may continue to serve as a member of the Apprenticeship  
19 Training Committee of the Apprenticeship Fund.

20 F. Defendant Mazzola, Sr., will resign from his position as a trustee of the  
21 International Training Fund with the United Association of Journeymen and Apprentices  
22 of the Plumbing and Pipe Fitting Industry of the United States and Canada on or before  
23 December 31, 2009. Defendant Kazarian will resign from his fiduciary position with any  
24 Sheet Metal Workers employee benefit plan by July 1, 2008.

25 G. Defendants Mazzola, Jr. and Buckley, Jr., will attend a training program  
26 approved by the Secretary on the responsibilities of ERISA fiduciaries by July 31, 2008.  
27 For purposes of this paragraph, a training program will be deemed to have been approved  
28 by the Secretary if at least one Department of Labor employee is a speaker or instructor

1 for at least one class, portion or session of the training program and if the training program  
2 provides at least eight (8) hours of instruction on the responsibilities of ERISA fiduciaries.  
3 For purposes of this provision, "shall attend" includes the use of audio cassette recordings,  
4 video cassette recordings and teleweb seminars.

5 H. Defendants Buckley, Jr., and Mazzola, Jr., as a condition of maintaining their  
6 positions with the Local 38 Plans, shall provide the Secretary with a sworn statement  
7 verifying that they have complied with Paragraph G above by August 10, 2008.

8 I. Nothing in this Order is intended to prohibit any Defendant from serving in any  
9 union position, as long as the duties of that position do not conflict with Paragraph C  
10 above, or from participating in negotiations concerning employee benefits to be provided  
11 pursuant to collective bargaining agreements.

#### 12 VII. NOTICE

13 Provisions of this Order requiring notice to the Plans shall be satisfied by  
14 delivering it in writing to the Plans in care of:

15 Independent Plan Administrator  
16 U.A. Local 38 ERISA Trust Funds  
17 1625 Market Street  
18 San Francisco, CA 94103  
19 Fax: (415) 626-2090

20 with a duplicate delivered to:

21 James P. Baker, Esq.  
22 Jones Day  
23 555 California Street  
24 San Francisco, CA 94104  
25 Fax: (415) 875-5700

26 Provisions of this Order requiring notice to the Secretary shall be satisfied by delivering it  
27 in writing to:

28 Regional Director  
U.S. Department of Labor  
Employee Benefits Security Administration  
90 Seventh Street, Suite 11-300  
San Francisco, CA 94103  
Fax: (415) 625-2499

1 with a duplicate delivered to:

2 Associate Solicitor  
3 Plan Benefits Security Division  
4 U.S. Department of Labor  
5 200 Constitution Avenue, N.W., Room N-4611  
6 Washington, DC 20210  
7 Fax: (202) 693-5610

8 Delivery shall be made by facsimile transmission or reliable overnight express courier  
9 service. The parties to this Order may, as they deem necessary, change from time to time  
10 the designation of persons to receive notice on their behalf by filing with the Court  
11 notification of such change and serving a copy thereof on the other party or parties to this  
12 Order, by delivery to the address to which notice would be sent.

#### 13 VIII. RELEASES

14 A. The Secretary hereby waives, releases and forever discharges any and all  
15 claims which she has or may have against the Defendants, including their attorneys,  
16 employees or representatives or insurers, relating to the transactions, events, acts or  
17 omissions alleged in the Amended Complaint, as well as any and all other claims of  
18 whatsoever nature that she has or may have against the Defendants, including their agents,  
19 attorneys, employees or representatives or insurers, arising out of or in connection with the  
20 filing of this civil action, direct or indirect transfers of ERISA Plan assets to or for the  
21 benefit of the Convalescent Fund or the Konocti Harbor Resort & Spa, or any other  
22 proceedings or investigations incident thereto, through the date of entry of this Order.

23 B. Defendants expressly waive any and all claims of whatsoever nature which  
24 they, jointly or severally, have or may have against the Secretary, or any of her officers,  
25 agents, employees, or representatives, in both their governmental and individual  
26 capacities, arising out of or in connection with this civil action, or any other proceedings  
27 and investigations incident thereto, including but not limited to claims under the Equal  
28 Access to Justice Act, as amended.

1 C. Each party to this Order shall bear its own costs, expenses, and attorney's fees  
2 in connection with this action. This paragraph shall not affect any party's entitlement to  
3 advancement or indemnification with respect to such costs, expenses, or attorney's fees  
4 under any applicable insurance policy or policies.

5 D. This Order represents a full, final, and complete judicial resolution of all claims  
6 between the Secretary and the Defendants contained in this action.

7 E. This Order is not binding on any governmental agency other than the United  
8 States Department of Labor.

9 F. By signing this Order, each signatory Defendant and each signatory current  
10 Plan trustee represents that, after having read this Order, he understands it, has agreed to  
11 it, and agrees to comply with it.

12 IX. RETENTION OF JURISDICTION

13 This Court shall retain jurisdiction over the parties and subject matter of this action  
14 for the purpose of enforcing the terms of this Order.

15 X. MULTIPLE ORIGINALS

16 This Order may be executed in counterparts, each of which shall be deemed to be  
17 an original, but all of which, taken together, shall constitute one and the same instrument.

18 XI. DISMISSAL OF ACTION

19 The Secretary's Amended Complaint and all claims asserted therein are hereby  
20 dismissed with prejudice.

21 IT IS SO ORDERED.

22  
23  
24 Dated: August 17, 2007



1 The undersigned hereby consent to the entry of this Order:

2  
3  
4 Dated: July 16, 2007

JONATHAN L. SNARE  
Acting Solicitor of Labor

5  
6 TIMOTHY D. HAUSER  
Associate Solicitor  
Plan Benefits Security Division

7  
8 THERESA S. GEE  
Deputy Associate Solicitor

9  
10 RISA D. SANDLER  
Counsel for Fiduciary Litigation

11  
12 By: Wayne R. Berry  
13 Attorney signing

14 WAYNE R. BERRY  
15 PETER B. DOLAN  
16 MEGAN E. GUENTHER  
Attorneys for Plaintiff  
17 ELAINE L. CHAO, Secretary of Labor,  
U.S. Department Of Labor  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



FOR INDIVIDUAL DEFENDANTS:

Dated: 7-9-07, 2007

  
LAWRENCE J. MAZZOLA, SR.

Dated: 7/10, 2007

  
LAWRENCE J. MAZZOLA, JR.

Dated: 7-10-07, 2007

  
WILLIAM B. FAZANDE

Dated: 7-11-07, 2007

  
LARRY LEE


Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
JAMES R. SHUGRUE

Dated: 7/11/07, 2007

  
VOHON J. KAZARIAN

Dated: 7/10/07, 2007

  
TOM IRVINE

Dated: 7/10, 2007

  
ROBERT E. BUCKLEY

Dated: 7/10, 2007

  
ROBERT BUCKLEY, JR.

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
ART RUD

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
RON FALBY

Dated: 7-10-, 2007

  
ROBERT MURISSO

Dated: 7-10, 2007

  
FRANK SULLIVAN

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
RICHARD L. MILSNER

FOR INDIVIDUAL DEFENDANTS:

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, SR.

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, JR.


Dated: \_\_\_\_\_, 2007

WILLIAM B. FAZANDE

Dated: \_\_\_\_\_, 2007

LARRY LEE

Dated: 7-16-07, 2007

  
JAMES R. SHUGRUE

Dated: \_\_\_\_\_, 2007

VOHON J. KAZARIAN

Dated: \_\_\_\_\_, 2007

TOM IRVINE

Dated: \_\_\_\_\_, 2007

ROBERT E. BUCKLEY

Dated: \_\_\_\_\_, 2007

ROBERT BUCKLEY, JR.

Dated: \_\_\_\_\_, 2007

ART RUD

Dated: \_\_\_\_\_, 2007

RON FAHY

Dated: \_\_\_\_\_, 2007

ROBERT NURISSO

Dated: \_\_\_\_\_, 2007

FRANK SULLIVAN

Dated: \_\_\_\_\_, 2007

RICHARD L. MILSNER

## FOR INDIVIDUAL DEFENDANTS:

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, SR.

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, JR.

Dated: \_\_\_\_\_, 2007

WILLIAM B. FAZANDE

Dated: \_\_\_\_\_, 2007

LARRY LEE

Dated: \_\_\_\_\_, 2007

JAMES R. SHUGRUE

Dated: \_\_\_\_\_, 2007

VOHON J. KAZARIAN

Dated: \_\_\_\_\_, 2007

TOM IRVINE

Dated: \_\_\_\_\_, 2007

ROBERT E. BUCKLEY

Dated: \_\_\_\_\_, 2007

ROBERT BUCKLEY, JR.

Dated: \_\_\_\_\_, 2007

ART RUD

Dated: \_\_\_\_\_, 2007

RON FAHY

Dated: \_\_\_\_\_, 2007

ROBERT NURISSO

Dated: \_\_\_\_\_, 2007

FRANK SULLIVAN

Dated: \_\_\_\_\_, 2007

RICHARD L. MILSNER

FOR INDIVIDUAL DEFENDANTS:

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, SR.

Dated: \_\_\_\_\_, 2007

LAWRENCE J. MAZZOLA, JR.

Dated: \_\_\_\_\_, 2007

WILLIAM B. FAZANDE

Dated: \_\_\_\_\_, 2007

LARRY LEE

Dated: \_\_\_\_\_, 2007

JAMES R. SHUGRUE

Dated: \_\_\_\_\_, 2007

VOHON J. KAZARIAN

Dated: \_\_\_\_\_, 2007

TOM IRVINE

Dated: \_\_\_\_\_, 2007

ROBERT E. BUCKLEY

Dated: \_\_\_\_\_, 2007

ROBERT BUCKLEY, JR.

Dated: \_\_\_\_\_, 2007

ART RUD

Dated: 7-17, 2007

RON FAHY

Dated: \_\_\_\_\_, 2007

ROBERT NURISSO

Dated: \_\_\_\_\_, 2007

FRANK SULLIVAN

Dated: \_\_\_\_\_, 2007

RICHARD L. MILSNER

FOR INDIVIDUAL DEFENDANTS:

Dated: \_\_\_\_\_, 2007  
LAWRENCE J. MAZZOLA, SR.

Dated: \_\_\_\_\_, 2007  
LAWRENCE J. MAZZOLA, JR.

Dated: \_\_\_\_\_, 2007  
WILLIAM B. FAZANDE

Dated: \_\_\_\_\_, 2007  
LARRY LEE

Dated: \_\_\_\_\_, 2007  
JAMES R. SHUGRUE

Dated: \_\_\_\_\_, 2007  
VOHON J. KAZARIAN

Dated: \_\_\_\_\_, 2007  
TOM IRVINE

Dated: \_\_\_\_\_, 2007  
ROBERT E. BUCKLEY


Dated: \_\_\_\_\_, 2007  
ROBERT BUCKLEY, JR.

Dated: \_\_\_\_\_, 2007  
ART RUD

Dated: \_\_\_\_\_, 2007  
RON FAHY

Dated: \_\_\_\_\_, 2007  
ROBERT NURISSE

Dated: \_\_\_\_\_, 2007  
FRANK SULLIVAN

Dated: \_\_\_\_\_, 2007  
  
RICHARD L. MILSNER

FOR DEFENDANTS U.A. LOCAL 38 PENSION  
TRUST FUND, U.A. LOCAL 38 PENSION  
HEALTH & WELFARE TRUST FUND, U.A.  
LOCAL 38 APPRENTICE & JOURNEYMAN,  
U.A. LOCAL 38 VACATION & HOLIDAY  
TRUST FUND, AND U.A. LOCAL 38  
SCHOLARSHIP TRUST FUND:

Dated: 7-9-07, 2007

  
LAWRENCE J. MAZZOLA, SR. Trustee

Dated: 7/9, 2007

  
LAWRENCE J. MAZZOLA, JR. Trustee

Dated: 7/10, 2007

  
ROBERT E. BUCKLEY, SR. Trustee

Dated: 7/10, 2007

  
ROBERT E. BUCKLEY, JR. Trustee

Dated: July 10, 2007

  
ROBERT NURISSO Trustee

Dated: \_\_\_\_\_, 2007

ART RUD Trustee

Dated: \_\_\_\_\_, 2007

RON FAHY Trustee

Dated: 7-11, 2007

  
ARMAND KILIJIAN Trustee

Dated: 7-9-, 2007

  
STEVE JENNINGS Trustee

Dated: 7-9-, 2007

  
WILLIAM BLACKWELL Trustee

Dated: 7/10, 2007

  
FRANK REARDON Trustee



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FOR DEFENDANTS U.A. LOCAL 38 PENSION  
TRUST FUND, U.A. LOCAL 38 PENSION  
HEALTH & WELFARE TRUST FUND, U.A.  
LOCAL 38 APPRENTICE & JOURNEYMAN;  
U.A. LOCAL 38 VACATION & HOLIDAY  
TRUST FUND, AND U.A. LOCAL 38  
SCHOLARSHIP TRUST FUND:

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

Dated: 7-17, 2007   
RON FAHY TRUSTEE

Dated: \_\_\_\_\_, 2007 \_\_\_\_\_  
Trustee

FOR DEFENDANTS U.A. LOCAL 38 PENSION  
TRUST FUND, U.A. LOCAL 38 PENSION  
HEALTH & WELFARE TRUST FUND, U.A.  
LOCAL 38 APPRENTICE & JOURNEYMAN,  
U.A. LOCAL 38 VACATION & HOLIDAY  
TRUST FUND, AND U.A. LOCAL 38  
SCHOLARSHIP TRUST FUND:

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

Dated: \_\_\_\_\_, 2007

Trustee

1 FOR DEFENDANT U.A. LOCAL 38  
2 CONVALESCENT TRUST FUND:

3 Dated: \_\_\_\_\_, 2007

4 RICHARD L. MILSNER, Trustee

5  
6 FOR DEFENDANTS LOCAL 38 UNITED  
7 ASSOCIATION OF PLUMBERS, PIPEFITTERS,  
8 AND JOURNEYMEN INTERNATIONAL

9 Dated: 7-11-07, 2007

By: 

10 Its: \_\_\_\_\_

11  
12 FOR DEFENDANT LOCAL 38  
13 LAKESIDE HAVEN, INC.

14  
15 Dated: \_\_\_\_\_, 2007

By:  ✓

16 Its: \_\_\_\_\_

17 Approved as to form:

18  
19 Dated: \_\_\_\_\_, 2007

JONES DAY

20  
21 By: \_\_\_\_\_

JAMES P. BAKER

22 Attorneys for Defendants Lawrence J. Mazzola, Sr.,  
23 Lawrence J. Mazzola, Jr., William B. Fazande, Larry  
24 Lee, James R. Shugrue, Vohon J. Kazarian, Tom  
25 Irvine, Robert E. Buckley, Robert Buckley, Jr., Art  
26 Rud, Ron Fahy, Robert Nurisso, Frank Sullivan,  
27 U.A. Local 38 Convalescent Trust Fund, Richard L.  
28 Milsner, U.A. Local 38 Pension Trust Fund, U.A.  
Local 38 Health & Welfare Trust Fund, U.A. Local  
38 Apprentice & Journeyman Training Trust Fund,  
U.A. Local 38 Vacation & Holiday Trust Fund and  
U.A. Local 38 Scholarship Trust Fund

FOR DEFENDANT U.A. LOCAL 38  
CONVALESCENT TRUST FUND:

Dated: \_\_\_\_\_, 2007

  
RICHARD L. MILSNER, Trustee

FOR DEFENDANTS LOCAL 38 UNITED  
ASSOCIATION OF PLUMBERS, PIPEFITTERS,  
AND JOURNEYMEN INTERNATIONAL

Dated: \_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

FOR DEFENDANT LOCAL 38  
LAKESIDE HAVEN, INC.

Dated: \_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

Dated: \_\_\_\_\_, 2007

JONES DAY

By: \_\_\_\_\_

JAMES P. BAKER

Attorneys for Defendants Lawrence J. Mazzola, Sr.,  
Lawrence J. Mazzola, Jr., William B. Fazande, Larry  
Lee, James R. Shugrue, Vohon J. Kazarian, Tom  
Irvine, Robert E. Buckley, Robert Buckley, Jr., Art  
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U.A. Local 38 Convalescent Trust Fund, Richard L.  
Milsner, U.A. Local 38 Pension Trust Fund, U.A.  
Local 38 Health & Welfare Trust Fund, U.A. Local  
38 Apprentice & Journeyman Training Trust Fund,  
U.A. Local 38 Vacation & Holiday Trust Fund and  
U.A. Local 38 Scholarship Trust Fund

FOR DEFENDANT U.A. LOCAL 38  
CONVALESCENT TRUST FUND:

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
RICHARD L. MILSNER, Trustee

FOR DEFENDANTS LOCAL 38 UNITED  
ASSOCIATION OF PLUMBERS, PIPEFITTERS,  
AND JOURNEYMEN INTERNATIONAL

Dated: \_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

FOR DEFENDANT LOCAL 38  
LAKESIDE HAVEN, INC.

Dated: \_\_\_\_\_, 2007

By: J. M. S.

Its: Director

Approved as to form:

Dated: \_\_\_\_\_, 2007

JONES DAY

By: \_\_\_\_\_

JAMES P. BAKER

Attorneys for Defendants Lawrence J. Mazzola, Sr.,  
Lawrence J. Mazzola, Jr., William B. Fazande, Larry  
Lee, James R. Shugrue, Vohon J. Kazarian, Tom  
Irvine, Robert E. Buckley, Robert Buckley, Jr., Art  
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U.A. Local 38 Convalescent Trust Fund, Richard L.  
Milsner, U.A. Local 38 Pension Trust Fund, U.A.  
Local 38 Health & Welfare Trust Fund, U.A. Local  
38 Apprentice & Journeyman Training Trust Fund,  
U.A. Local 38 Vacation & Holiday Trust Fund and  
U.A. Local 38 Scholarship Trust Fund

FOR DEFENDANT U.A. LOCAL 38  
CONVALESCENT TRUST FUND:

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
RICHARD L. MILSNER, Trustee

FOR DEFENDANTS LOCAL 38 UNITED  
ASSOCIATION OF PLUMBERS, PIPEFITTERS,  
AND JOURNEYMEN INTERNATIONAL

Dated: \_\_\_\_\_, 2007

By: \_\_\_\_\_

Its: \_\_\_\_\_

FOR DEFENDANT LOCAL 38  
LAKESIDE HAVEN, INC.

Dated: \_\_\_\_\_, 2007

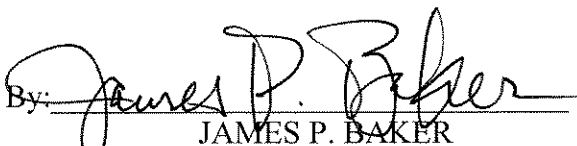
By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to form:

Dated: 07/16, 2007

JONES DAY

By:   
JAMES P. BAKER

Attorneys for Defendants Lawrence J. Mazzola, Sr.,  
Lawrence J. Mazzola, Jr., William B. Fazande, Larry  
Lee, James R. Shugrue, Vohon J. Kazarian, Tom  
Irvine, Robert E. Buckley, Robert Buckley, Jr., Art  
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38 Apprentice & Journeyman Training Trust Fund,  
U.A. Local 38 Vacation & Holiday Trust Fund and  
U.A. Local 38 Scholarship Trust Fund



1  
2 Dated: 7/16, 2007

MANDELL LAW GROUP, PC

3  
4 By: 

DOUGLAS D. MANDELL

5 Attorneys for Defendants Local 38 United  
6 Association of Plumbers, Pipefitters, and  
7 Journeymen International and Local 38 Lakeside  
8 Haven, Inc.  
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